



STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS

IN THE INVESTIGATION OF:

AGENCY FILE NO. L10-3-1216

DEBT REMEDY SOLUTIONS LLC, A
STATE OF FLORIDA LIMITED LIABILITY
CORPORATION, AND MARCUS H. OBSER AND
JOHN T. PHILBIN, INDIVIDUALLY, AND AS
PRINCIPALS, OWNERS, MANAGERS, AND/OR
DIRECTORS OF DEBT REMEDY SOLUTIONS LLC,

Respondents.

**ASSURANCE OF VOLUNTARY COMPLIANCE FOR DEBT REMEDY
SOLUTIONS LLC, MARCUS H. OBSER AND JOHN T. PHILBIN**

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida (the "Attorney General") has investigated the business practices of the Respondents, DEBT REMEDY SOLUTIONS LLC, a State of Florida Limited Liability Corporation, and MARCUS H. OBSER and JOHN T. PHILBIN, Individually, and as Principals, Owners, Managers and/or Directors of DEBT REMEDY SOLUTIONS LLC ("Respondents"), in connection with alleged unfair and deceptive trade practices.

DEBT REMEDY SOLUTIONS LLC, is State of Florida Limited Liability Corporation, registered and established in the State of Florida in or around August 14, 2005, with its principal office located in Palm Beach County, Florida. DEBT REMEDY SOLUTIONS LLC, is engaged in the business of assisting

consumers with the settlement of their unsecured debt, and since October, 2010, stopped marketing or enrolling any new consumers.

MARCUS H. OBSER and JOHN T. PHILBIN are natural persons who are registered with the Florida Department of State, Division of Corporations, as the Managers and sole officers of DEBT REMEDY SOLUTIONS, LLC. As the Managers and sole officers of DEBT REMEDY SOLUTIONS LLC, MARCUS H. OBSER and JOHN T. PHILBIN presently, and/or at all times material to this Office's investigation, participated in, controlled and/or possessed the authority to control DEBT REMEDY SOLUTIONS LLC'S acts and practices and possessed actual and/or constructive knowledge of all material acts and practices complained of herein. The Respondents, DEBT REMEDY SOLUTIONS LLC, MARCUS H. OBSER and JOHN T. PHILBIN, agree to enter into this Assurance of Voluntary Compliance ("AVC") without an admission that they have violated the law in order to resolve the Attorney General's investigation of the Respondents, pursuant to Agency File No. L10-3-1216 and Section 501.207(6) of the Florida Statutes.

The Attorney General, by the signature of her Deputy Attorney General affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General's investigation as it concerns the Respondents by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

I. STIPULATED FACTS

The Attorney General and Respondents hereby agree and stipulate to the following:

1. During the time frame beginning at least August 2005 through the Attorney General's investigation, Respondents engaged in the business of marketing and providing debt settlement assistance to consumers in Florida and elsewhere.



2. The Attorney General has investigated allegations that Respondents failed to make timely payments to the consumers' creditors as promised, and that Respondents violated Florida regulations relating to the fees charged for the services at issue.

3. Respondents make no admission that they engaged in any wrongdoing or committed any violation of Florida Statute 501, Part II. This AVC contains neither findings of fact nor conclusions of law.

4. Respondents and the Attorney General desire to resolve all issues arising during the course of this investigation.

5. This AVC is based upon the stipulated facts set forth in Paragraphs 1-4 above. The Attorney General shall not be estopped from taking further action in this matter should the facts described herein be shown to be incorrect in any material way, or the AVC not be complied with in full by Respondents.

II. TERMS

6. The Respondents agree to immediately and permanently close DEBT REMEDY SOLUTIONS LLC, ceasing all operations except for providing any customer service required to continue to support existing customers, respond to any inquiries, or undertake any corporate actions as required by law for ninety (90) days following the date Respondents execute this Agreement. Following the ninetieth day, DEBT REMEDY SOLUTIONS LLC agrees to conduct no further business, which includes but is not limited to that all consumer files shall be closed, Respondents' website(s) shall cease operation completely and reflecting with the State of Florida that DEBT REMEDY SOLUTIONS LLC is not an active company. On the ninetieth (90) day, Respondents will provide the Attorney General with a sworn affidavit attesting to completion of the activities set forth in this Paragraph;

7. Respondents, including its representatives, agents, employees, successors, assigns, independent contractors or any other person who acts under, by, through, or on behalf of Respondents, directly or indirectly, or through any corporate or other device, shall immediately and permanently:



- a. Comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes;
- b. Cease from participating in any manner in any business which involves contracting to provide debt settlement assistance services to Florida consumers, with the clear understanding that this prohibition includes, but is not limited to, the soliciting and/or acceptance of funds from consumers, the making of telephone sales calls and/or the acceptance of contracts from consumers involving debt settlement services;
- c. Agree not to affect any change in the form of doing business, or the organizational identity of any of the existing business entities, or create any new business entities for the purpose of avoiding any provision of this Assurance of Voluntary Compliance; and
- d. Comply with the Telemarketing Sales Rule, 16 C.F.R. §310, including, but not limited to, §310.3 relating to deceptive telemarketing acts or practices and §310.4 relating to abusive telemarketing acts or practices.

8. Respondents shall make the terms and conditions of this AVC known to any managers, members, officers, directors, employees, agents, independent contractors or anyone else acting for or on behalf of Respondents as well as anyone involved in an ownership, or employment capacity in any other businesses in which any Respondents were involved. The obligation imposed by this paragraph is continuing in nature and shall apply to new officers, employees, agents, representatives or any other persons who become engaged in the entity's business activities, including any future business activities in which Respondents engage.

9. Nothing in this AVC shall be construed as a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Respondents or any other person or entity.

III. STIPULATED PAYMENTS

10. The Respondents shall contribute the sum of One Thousand Dollars (\$1,000.00) to SENIORS vs. CRIME, Inc., for educational, investigative and crime prevention for the benefit of senior citizens and the community as a whole. The payment is to be delivered and/or mailed to the Attention of



Assistant Attorney General Katherine A. Kiziah, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401, on or before thirty (30) days after the last required signature is affixed to the instant Assurance of Voluntary Compliance.

11. The Respondents represent that since they became aware of this Office's investigation, on or around December, 2010, and in accordance with the Respondents' standard refund policies, the Respondents refunded in excess of Fifty Thousand Dollars (\$50,000.00) to consumers who wished to have their debt settlement assistance services contracts with the Respondents cancelled pursuant to the Respondents standard refund policy. The Respondents' interest in funds paid in conjunction with this AVC shall fully and completely divest when the AVC is fully executed by all Parties .

IV. PENALTIES

12. It is hereby agreed by the parties that any failure to comply with the terms and conditions of this AVC is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Respondents to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs.

13. In addition, Respondents hereby agree and consent that in the event that Respondents fail to fully and timely perform the obligations set forth in this AVC in Paragraphs 6 through 12, inclusive, with time being of the essence in all respects, Respondents consent to and will not oppose or contest entry by a Court of competent jurisdiction of the Stipulated Final Judgment and Injunction attached hereto as Exhibit A without the need of any hearing or submission of evidence.

14. In the event of any future violation of this AVC, Respondents, DEBT REMEDY SOLUTIONS LLC, MARCUS H. OBSER and JOHN T. PHILBIN, shall pay reasonable attorney's fees and/or investigative costs which arise from said violation.

V. BUSINESS RECORDS

A handwritten signature in blue ink, appearing to be 'MHO', is located in the bottom right corner of the page.

15. Any personal or financial information provided by or relating to consumers in the custody or possession of Respondents shall be securely stored in such a manner as to reasonably protect against inadvertent disclosure of consumer information. Respondents including any representatives, agents, employees, successors, and assigns, shall not, directly or indirectly, market, sell, share or otherwise disclose the name, contact information, or financial information of any consumer who provided any personal or financial information or any monetary payment to Respondents.

16. Respondents agree to retain documents and other information reasonably sufficient to establish compliance with the provisions of this AVC for two (2) years, and shall provide reasonable access to such documents and information to the Department upon request without further legal process.

VI. CLOSURE OF INVESTIGATION

17. It is further agreed by the parties that upon the receipt of the agreed upon payments from Respondents, the Office of the Attorney General agrees to close its civil investigation into the activities of Respondents, as set forth above. The parties agree that this AVC has been entered into based on the truthfulness of the information provided by Respondents.

VII. EFFECTIVE DATE OF ASSURANCE OF VOLUNTARY COMPLIANCE

18. It is further agreed by the parties that the effective date of this AVC shall be the date of its execution and delivery by all the parties, including each of the parties reflected by the signature lines below. Acceptance by the Office of the Attorney General shall be established by the signature of the Director of Economic Crimes. The receipt by the Office of the Attorney General of any monies pursuant to the AVC does not constitute acceptance by the Director of Economic Crimes, and any monies received shall be returned to Respondents if this AVC is not accepted and executed by the Director of Economic Crimes.

19. It is further agreed that facsimile copies of signatures and notary seals may be accepted as original for the purposes of establishing the existence of this agreement.



VIII. NOTICE TO PARTIES

20. It is further agreed that future notice to any of the parties to this AVC may be made by notice sent certified mail to at the addresses set forth below unless either party notifies the other by certified mail of another address to which notices should be provided.

IX. CONSTRUCTION OF AGREEMENT

21. It is further agreed that the parties jointly participated in the negotiation of the terms of this AVC. No provision of this AVC shall be construed for, or against, any party, on the grounds that one party had more control over establishing the terms of this AVC, than another. This AVC may be signed in counterparts, which together shall constitute one agreement.

22. Nothing herein shall be construed as a waiver of any private right, cause of action, or remedy of any private person against the Respondents, DEBT REMEDY SOLUTIONS LLC, MARCUS H. OBSER and JOHN T. PHILBIN, or their officers, directors or employees. Similarly, nothing contained herein shall waive the right of the Respondents, DEBT REMEDY SOLUTIONS LLC, MARCUS H. OBSER and JOHN T. PHILBIN, to assert any lawful defenses in response to a claim of a consumer.

23. The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

AS TO THE ATTORNEY GENERAL:

Katherine A. Kiziah
Assistant Attorney General
Office of the Attorney General
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401

AS TO THE RESPONDENT:

John Philbin
9976 Marsala Way
Delray Beach, FL 33446

Marcus Obser
109 Via Floresta Dr.
Boca Raton, FL 33487



IN WITNESS WHEREOF, the Respondents, DEBT REMEDY SOLUTIONS LLC, MARCUS H. OBSER and JOHN T. PHILBIN, have caused this Assurance of Voluntary Compliance to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

A handwritten signature in blue ink, appearing to be 'M. H. O.', located in the lower right quadrant of the page.

MARCUS H. OBSER

BY MY SIGNATURE I hereby affirm that I am acting individually, as well as in my capacity and within my authority as the Manager and Owner of DEBT REMEDY SOLUTIONS LLC, and that by my signature I am binding DEBT REMEDY SOLUTIONS LLC and me, individually, to the terms and conditions of this AVC.

SIGNED this 28th day of June, 2012

M. H. Obser

MARCUS H. OBSER, MANAGER/OWNER
DEBT REMEDY SOLUTIONS LLC

M. H. Obser

MARCUS H. OBSER, INDIVIDUALLY

STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Marcus Obser appeared _____, who produced personally known as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 28th day of June, 2012

Subscribed to before me this 28th day of June, 2012

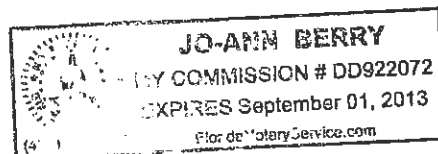
NOTARY PUBLIC

J. Ann Berry

(print, type, or stamp commissioned Notary Public)

Personally known _____ or Produced Identification _____ (check one)

Type of Identification Produced: _____




J.P. Moe

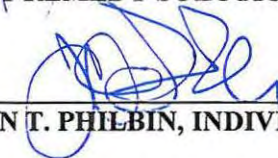
JOHN T. PHILBIN

BY MY SIGNATURE I hereby affirm that I am acting individually, as well as in my capacity and within my authority as the Manager and Owner of DEBT REMEDY SOLUTIONS LLC, and that by my signature I am binding DEBT REMEDY SOLUTIONS LLC and me, individually, to the terms and conditions of this AVC.

SIGNED this 28th day of June, 2012



**JOHN T. PHILBIN, MANAGER/OWNER
DEBT REMEDY SOLUTIONS LLC**



JOHN T. PHILBIN, INDIVIDUALLY

STATE OF FLORIDA)ss
COUNTY OF BROWARD)ss

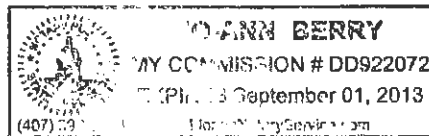
BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, John Philbin, appeared _____, who produced known personally as identification. S/he acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 28th day of June, 2012.

Subscribed to before me this 28th day of June, 2012.

NOTARY PUBLIC


(print, type, or stamp commissioned Notary Public)

Personally known or Produced Identification _____ (check one)
Type of Identification Produced: _____





Witnessed:

By:  _____

Robby H. Birnbaum, Esq., Counsel for Respondents

Bar Number 175889

Greenspoon Marder, P.A.

100 West Cypress Creek Road, Suite 700

Fort Lauderdale, FL 33309

(954) 491-1120 (Main Telephone)

(954) 343-6959 (Direct Telephone)

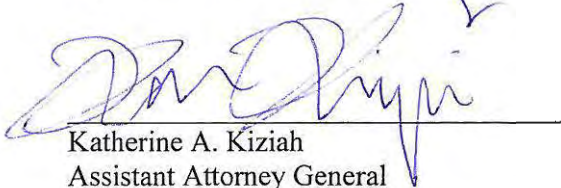
(954) 343-6960 (Direct Facsimile)

Robby.Birnbaum@gmlaw.com



FOR THE OFFICE OF THE ATTORNEY GENERAL

Signed this 23 day of July, 2012



Katherine A. Kiziah
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0017585
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000, Ext. 124
Facsimile No.: (561) 837-5109
Electronic mail: katherine.kiziah@myfloridalegal.com

Accepted this 23rd day of July, 2012



Samantha Schosberg Feuer
South Florida Bureau Chief
Economic Crimes Division
Office of the Attorney General
1515 North Flagler Drive, Suite 900
West Palm Beach, FL 33401
Telephone No.: (561) 837-5000
Facsimile No.: (561) 837-5109

EXHIBIT A

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL
CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA**

**OFFICE OF THE ATTORNEY GENERAL,
DEPARTMENT OF LEGAL AFFAIRS,
STATE OF FLORIDA,**

Plaintiff,

Case No.: _____

vs.

DEBT REMEDY SOLUTIONS LLC, a Florida
Limited Liability Company; **MARCUS H. OBSER**
and **JOHN T. PHILBIN**, individually and as
principals, owners, managers and/or directors of Debt
Remedy Solutions LLC,

Defendants.

_____ /

STIPULATED PERMANENT INJUNCTION AND FINAL JUDGMENT

This action came to be heard upon Plaintiff's Agreed Motion to Enter Stipulated Permanent Injunction and Final Judgment against Defendants **DEBT REMEDY SOLUTIONS LLC**, **MARCUS H. OBSER** and **JOHN T. PHILBIN** (hereinafter collectively referred to as "Defendants"), the Defendants having agreed to enter into this Consent Permanent Injunction and Final Judgment ("Judgment"), the Defendants having stipulated to the findings of fact set forth below, and the Defendants having agreed that this Court has jurisdiction to enter a permanent injunction and final judgment in this matter, the Court makes the following findings:

1. Plaintiff Office of the Attorney General, Department of Legal Affairs, State of Florida (the "Department") is an agency of the state and the enforcing authority under the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Section 501.201 *et seq.*



2. Debt Remedy Solutions LLC (“Debt Remedy”) is a Florida Limited Liability Company with a principal place of business registered as 7491 N. Federal Highway, Suite C-5, #232, Boca Raton, Florida 33487.

3. Marcus Obser (“Obser”) is a Florida resident residing at 109 Via Floresta Drive, Boca Raton, FL 33487, and is a Managing member of Debt Remedy.

4. John Philbin (“Philbin”) is a Florida resident residing at 9976 Marsala Way, Delray Beach, FL 33446, and is a Managing member of Debt Remedy.

5. The Department initiated an investigation into allegations that Debt Remedy, including as directed and managed by Obser and Philbin, engaged in acts or practices in the State of Florida that were misleading, unfair, deceptive or unconscionable in the marketing, advertising, and performance of its business in the debt management business. The investigation by the Department has identified more than 175 consumer complaints relating to the alleged misconduct of Defendants.

6. To prevail on an action under the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), the plaintiff must show that “the alleged practice was likely to deceive a consumer acting reasonably in the same circumstances.” *Office of Attorney General, Department of Legal Affairs v. Wyndham International, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004).

7. To establish individual liability under FDUTPA, the plaintiff must show that the “individual defendant actively participated in or had some measure of control over the corporation’s deceptive practices.” *KC Leisure v. Haber*, 972 So.2d 1069, 1073 (Fla. 5th DCA 2008); *Office of the Attorney General v. Wyndham Int’l, Inc.*, 869 So. 2d 592, 598 (Fla. 1st DCA 2004) (“individual defendant may also be held liable for consumer redress under the [FTC] Act

if they participated directly in the deceptive practices or acts or they possessed the authority to control them.”).

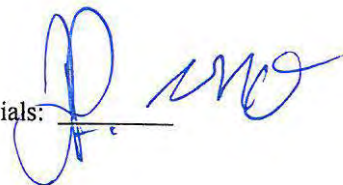
8. From at least January 1, 2008 through September 2010, Debt Remedy, Philbin and Obser marketed, advertised, sold, and provided services to consumers relating to debt settlement.

9. Philbin and Obser acted as the managing members and overall supervisors of Debt Remedy from at least January 1, 2008 through to the present. Obser and Philbin actively controlled and directed Debt Remedy’s business and operations since the businesses’ inception in 2005. Philbin and Obser are individually liable for the wrongful conduct of Debt Remedy alleged herein.

10. Debt Remedy represented to consumers that in exchange for monthly payments, Debt Remedy would provide services to the consumers to settle the consumer’s debts, including contacting the consumers’ creditors and obtaining a settlement of the outstanding debt in a reduced amount.

11. Debt Remedy charged consumers a “set-up fee” of \$75 or more. Florida law prohibits the charging of a set-up fee of more than \$50 and monthly fees of more than 7.5% of the monthly amount paid or \$35, whichever is greater. § 817.802, Fla. Stat. Debt Remedy violated Section 817.802 by charging excessive monthly fees in violation of that statute.

12. Pursuant to Florida Statutes Section 817.806(1), any violation of Section 817.805 or Section 817.802 constitutes an unfair and deceptive trade practice in violation of FDUTPA. As such, Debt Remedy, including Obser and Philbin, violated FDUTPA by the acts and practices of Debt Remedy in violation of Sections 817.805 and 817.802.



13. The practices of the Defendants constitute unfair, deceptive and unconscionable trade practices that are likely to deceive a consumer acting reasonably in the same circumstances. Consumers seeking debt settlement services from Debt Remedy have been deceived by Defendants' misrepresentations regarding the length and potential risks of entering into a debt settlement program and by the Defendants' failure to comply with the applicable Florida statutes governing the operations of debt settlement services.

14. Consumers in the State of Florida were actually injured by the unfair, deceptive and unconscionable practices of Defendants.

Based upon the foregoing factual findings and the consent of the parties, it is hereby **ORDERED AND ADJUDGED:**

15. Final judgment is hereby entered in favor of the Office of the Attorney General, Department of Legal Affairs, State of Florida (the "Department"), 1515 N. Flagler Drive, 9th Floor, West Palm Beach, Florida 33401-3432 and against Defendants Debt Remedy and John Philbin and Marcus Pbser, jointly and severally, for violation of the Florida Deceptive and Unfair Trade Practices Act, Florida Statutes Section 501.201 *et seq.* for acts and practices relating to the sales, marketing, and provision of debt management services in the State of Florida to consumers that were unfair, deceptive and unconscionable.

16. The purpose of FDUTPA is to "protect the consuming public and legitimate business enterprises from those who engage in unfair methods of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce." Section 501.202(2). To that end, "reasonable restrictions upon the future activities of any defendant to impede her or him [sic] from engaging in or establishing the same type of endeavor" are permitted by the Act, and courts may "order any defendant to divest herself or



himself of any interest in any enterprise.” Section 501.207(3). Prohibiting business activities is constitutional when the limitation is rationally related to the State’s objective of preventing deceptive practices. *Fraternal Order of Police v. Dept. of State*, 392 So. 2d 1296, 1302 (Fla. 1980) (upholding regulations in the Law Enforcement Funds Act even though they were not “the best possible means to eradicate the evils perceived” because they were not “wholly unrelated” to the legislature's purpose). As such, a permanent injunction enjoining further provision of debt consolidation and/or debt management services is appropriate.

17. The Court hereby permanently enjoins Defendants Debt Remedy and John Philbin and Marcus Obser, as well as their officers, agents, servants, employees, and attorneys and on those persons in active concert or participation with them, directly or indirectly, from the following:

a. Any acts or practices that violate or fail to comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes or Florida Statutes Sections 817.801 through 817.806;

b. Marketing, advertising, selling, providing, processing, or contracting for or in connection with any credit counseling, debt settlement, debt management, or debt consolidation services in the State of Florida;

c. Destroying, mutilating, concealing, altering, or disposing of, in any manner, Debt Remedy’s books, records, contracts, financial records, consumer files and financial information, regardless of the manner in which it is stored, for a period of two (2) years from the date of this Judgment.

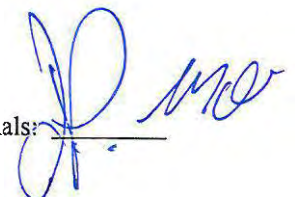
18. FDUTPA also authorizes reimbursement to consumers who have been damaged by deceptive trade practices. Section 501.207(3). It also authorizes recovery of the actual

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damages caused by the deceptive practices. Section 501.207(1)(b). All consumers who paid money in response to a deceptive trade practice are entitled to their money back, and there is no need for an individualized inquiry into how each consumer reacted to the practice. *F.T.C. v. Wilcox*, 926 F. Supp. 1091, 1105 (S.D. Fla. 1995); *F.T.C. v. People's Credit First*, No. 8:03-CV-2353-T, 2005 WL 3468588 (M.D. Fla. Dec. 18, 2005). All of these consumers set forth on Exhibit A hereto are entitled to reimbursement of the entire amount deceptively taken from them by the Defendants, and monetary damages are therefore awarded in the amount of \$_____.

19. Defendants are therefore jointly and severally liable and are ordered to pay consumer restitution in amount of refunds to all consumers for the amounts set forth on Exhibit A hereto, the total of which is \$_____ (“Restitution Amount”). The Restitution Amount shall be paid to the Department of Legal Affairs within 90 days of the date of this Order, which upon receipt shall be distributed by the Office of the Attorney General to the consumers suffering the losses as reflected in Exhibit A.

20. While restitution serves the purpose of restoring an injured person to the financial position held before a defendant received an unlawful benefit, with a civil penalty “the law exacts payment of by way of punishment for doing some act which is prohibited...” *Sun Coast Intern. Inc. v. Dept. of Business Regulation*, 596 So. 2d 1118, 1121 (Fla. 1st DCA 1992) (internal citations omitted). Anyone who has used a trade practice found to be unlawful under the Act is liable for a civil penalty of up to \$10,000 per violation. § 501.2075, Fla. Stat. Each instance in which a deceptive representation is disseminated constitutes a violation. *U. S. v. Reader's Digest Ass'n, Inc.*, 662 F.2d 955, 966 (3d Cir. 1981). In this case, more than 175 transactions of unfair or deceptive conduct occurred in which the Defendants violated FDUTPA. Given the blatant nature of the violation and the egregiousness of the consumer harm, the appropriate penalty is at

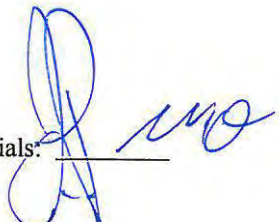
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least \$1,000 per violation, for a total penalty of \$175,000.00. The Defendants are jointly and severally liable and ordered to pay civil penalties in the total amount of \$175,000 within 30 days of the date of this Judgment, which amount shall be payable to the Department of Legal Affairs Trust Fund and delivered to counsel for Plaintiff, Katherine Kiziah, 1515 N. Flagler Drive, 9th Floor, West Palm Beach, Florida 33401-3432 within five (5) business days of this Judgment.

21. Section 501.2105 provides that the prevailing party may recover fees and costs from the non-prevailing party. *Humane Society of Broward County v. the Florida Humane Society*, 951 So. 2d 966, 969 (Fla. 4th DCA 2007); *Smith v. Bilgin*, 534 So. 2d 852, 854 (Fla. 1st DCA 1998). Plaintiff's counsel has submitted affidavits concerning time spent on the case and costs incurred, pursuant to Section 501.2105(2). The Court finds that the Office of the Attorney General is entitled to payment of its fees and costs in the amount of \$50,000. The Defendants therefore jointly and severally liable and are ordered to pay attorneys' fees and costs to Plaintiff in the amount of \$50,000 within 90 days of the date of this Judgment. Payment shall be made by cashier's check or other certified funds payable to Department of Legal Affairs Revolving Trust Fund.

22. Defendants shall each complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this Judgment, unless the Judgment is satisfied or post-judgment discovery is stayed.

23. Defendants shall not affect any change in the form of doing business, or the organizational identity of any of the existing business entities, or create any new business

Initials:  _____

entities, as a method of avoiding the terms and conditions set forth in this Judgment, which shall be binding on any successors or assigns of Defendants.

24. This Judgment is not a waiver of any private rights of any person or release of any private rights, causes of action, or remedies of any person against Defendants or any other person or entity.

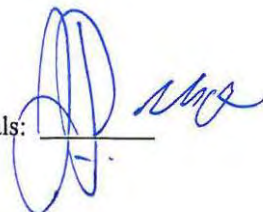
25. Any failure to comply with the terms and conditions of this Judgment is by statute prima facie evidence of a violation of Chapter 501, Part II, Florida Statutes, and will subject Respondents to any and all civil penalties and sanctions authorized by law, including attorney's fees and costs. In the event that a court of competent jurisdiction makes a determination that a violation of any condition of this Judgment has occurred, then Respondents shall be jointly and severally liable for an additional \$100,000.00 (One Hundred Thousand Dollars) in penalties, attorneys' fees and costs, and other relief, as allowed by law. The Department reserves the right to seek Chapter 501 penalties for any future violation(s) of Chapter 501, Part II, Florida Statutes.

26. Notwithstanding any other provision of this Judgment, nothing herein shall be construed to impair, compromise or affect any right of any government agency other than the Office of the Attorney General for the State of Florida.

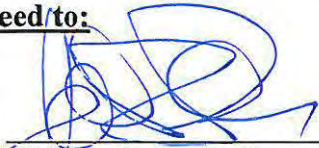
27. This document is signed in anticipation of this Judgment being submitted to the Court for approval, without necessity of hearing, which is hereby WAIVED by all parties.

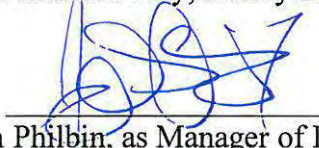
28. This Court retains jurisdiction of this case to enter further orders that are proper to compel compliance with this Judgment by contempt proceedings, civil and/or criminal.

29. The signatures below indicate the parties' consent and agreement to this Judgment:

Initials: 

Agreed to:

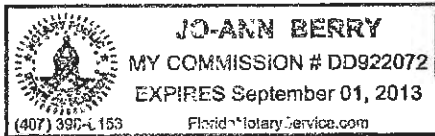
By: 
John Philbin, individually
9976 Marsala Way, Delray Beach, FL 33446

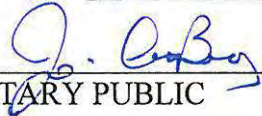
By: 
John Philbin, as Manager of Debt Remedy Solutions LLC
7491 N. Federal Highway, Suite C-5, #232, Boca Raton, Florida 33487

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, John Philbin, personally appeared, individually, and as President of United Financial, Inc. a Florida corporation. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 21st day of June, 2012

Subscribed to before me this 21st day of June, 2012





NOTARY PUBLIC

(print, type, or stamp commissioned Notary Public)

Personally known or Produced Identification _____ (check one)

Type of Identification Produced: _____

Initials: 

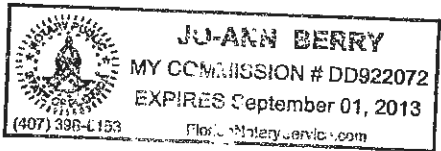
By: *Marcus Obser*
Marcus Obser, individually
109 Via Floresta Drive, Boca Raton, FL 33487

By: *Marcus Obser*
Marcus Obser, as Manager of Debt Remedy Solutions LLC
7491 N. Federal Highway, Suite C-5, #232, Boca Raton, Florida 33487

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized to take acknowledgments in the State of Florida, Marcus Obser, personally appeared, individually, and as President of United Financial, Inc. a Florida corporation. He acknowledged before me that he executed the foregoing instrument for the purposes therein stated on the 21st day of June, 2012

Subscribed to before me this 21st day of June, 2012



Ju-Ann Berry
NOTARY PUBLIC

(print, type, or stamp commissioned Notary Public)

Personally known or Produced Identification _____ (check one)

Type of Identification Produced: _____

~~Witnessed:~~ By: *Robby Birnbaum*

Robby Birnbaum, Esq., Florida Bar No. 175889
Greenspoon Marder
100 West Cypress Creek Road, Suite 700
Fort Lauderdale, FL 33309
Counsel for Respondents

Initials: *MB* *ROB*

OFFICE OF THE ATTORNEY GENERAL

By: _____

Katherine Kiziah
Assistant Attorney General
1515 N. Flagler Drive, 9th Floor
West Palm Beach, FL 33401
(561) 837-5000
(561) 837-5109 Facsimile

Dated: _____

By: _____

Richard Lawson
Director, Economic Crimes Division
Department of Legal Affairs
Office Of The Attorney General
The Capitol
Tallahassee, FL 32399-1050
(850) 245-0140

Dated: _____

SO ORDERED. Approved and Entered in Chambers in Broward County, Florida this __ day of
_____, 20__.

By: _____
Circuit Court Judge

Initials: 